

UNITED STATES DISTRICT COURT	SDNY
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BUREAU OF THE FISCAL	
DOCKET NO.: 06 Civ. 7052 (SAS) (MHD)	
UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK	

X
ANGELA M. HAYES,

Plaintiff,

v.

06 Civ. 7052 (SAS) (MHD)

MICHAEL J. ASTRUE, as Commissioner, Social Security Administration,

Defendant.

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STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL

IT IS HEREBY STIPULATED AND AGREED, by and between plaintiff Angela M. Hayes ("plaintiff") and defendant Michael J. Astrue ("defendant") that the above-captioned action (the "Action") be settled and compromised on the following terms and conditions:

1. Upon receipt by plaintiff and clearance of the settlement check referred to in paragraph 6 below, the Action shall be dismissed with prejudice and without costs or disbursements or fees as against any party.
2. In consideration of the promises made by plaintiff herein, defendant will pay to plaintiff the sum of \$40,000 (the "Settlement Amount"), in full and final settlement and satisfaction of the Action. The Settlement Amount shall be apportioned between plaintiff and her counsel such that plaintiff shall receive no more than \$24,000 of the Settlement Amount.
3. Plaintiff agrees to accept the Settlement Amount in full settlement and satisfaction of any and all claims and demands that plaintiff and her heirs, successors, executors, successors in interest, administrators, or assigns have or may hereafter acquire against defendant; the Social Security Administration ("SSA"); the United States of America and any of its departments and

agencies; or any current or former agents, officials, or employees of the United States of America or SSA, on account of (*i*) the events, incidents, or circumstances giving rise to the Action, the Equal Employment Opportunity (“EEO”) proceedings related thereto, and any claims incident to the Action or the EEO proceedings, and (*ii*) any injuries and damages plaintiff has suffered or may suffer in the future from these incidents or circumstances. Plaintiff releases and forever discharges defendant; SSA; the United States of America and any of its departments and agencies; and any current or former agents, officials, or employees of the United States of America or SSA from any and all claims and liability arising directly or indirectly from the events, incidents, or circumstances giving rise to or referred to in the Action.

3. Plaintiff agrees not to apply for future employment with SSA in any capacity.

4. This Stipulation and Order shall not constitute an admission of liability or fault on the part of defendant; SSA; the United States of America and any of its departments and agencies; or any current or former agents, officials, or employees of the United States of America or SSA.

5. Plaintiff will indemnify and hold harmless defendant; SSA; the United States of America and any of its departments and agencies; and any current or former agents, officials, or employees of the United States of America or SSA, from any and all claims, causes of action, rights or subrogated interests arising from the assignment of claims and liens upon the settlement proceeds, and this Stipulation and Order constitutes a written agreement to that effect.

6. Payment of the Settlement Amount shall be made by defendant to plaintiff only after execution by the parties and entry by the Court of this stipulation and order. The settlement check shall be made payable to “Alterman & Boop LLP as Attorneys for Angela M. Hayes.”

7. Settlement of this action is without costs or interest and is inclusive of any claim for attorneys' fees in accordance with 42 U.S.C. § 2000e-5(k).

8. Plaintiff understands that taxes will not be withheld from the Settlement Amount. Plaintiff represents and warrants that she shall assume all responsibility for, and shall protect, indemnify, defend, and hold harmless defendant; SSA; the United States of America and any of its departments and agencies; and any current or former agents, officials, or employees of the United States of America or SSA, from and against any and all claims, losses, damages, liability, suits, actions, judgments, costs, penalties, and expense resulting from any liability or claim of liability for any amounts assessed by or due to any federal, state, or local government or agency thereof, including, but not limited to, federal, state, and local taxes owed in connection with the payment to plaintiff.

9. The parties understand and agree that this Stipulation and Order contains the entire agreement between them, and that no statements, representations, promises, agreements, or negotiations, oral or otherwise, between the parties or their counsel that are not included herein shall be of any force or effect.

Dated: New York, New York
April __, 2008

ALTERMAN & BOOP LLP
Attorneys for Plaintiff

By:

M *4/21/08*
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Dated: New York, New York

April 1, 2008
May

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ANGELA M. HAYES
Plaintiff

Angela Hayes
Dated: April 29, 2008

DANIELA NANAU
NOTARY PUBLIC - STATE OF NEW YORK
NO 02NAG178487
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES 12/3/11

Danay Nana *April 29, 2008*

SO ORDERED.

Dated: New York, New York

April 1, 2008

May 1, 2008

Shira A. Scheindlin
HON. SHIRA A. SCHEINDLIN
United States District Judge